

Untitled

This Agreement is made and entered into as of this _____ day of _____ 19____, by and between Bay State Gas Company, a Massachusetts corporation with headquarters at 300 Friberg Parkway, Westborough, Massachusetts (hereafter called "Bay State" or "Company"), and _____ (hereafter called "Customer"), pursuant to the following recitals and representations:

Whereas, Customer elects to purchase quantities of gas to be provided on an interruptible basis from Bay State for use at Customer's facility located at _____ (hereafter called "Point of Delivery"); and

Whereas, Bay State, subject to the Company's Terms and Conditions and the conditions, limitations and provisions hereof, is willing to supply and deliver to Maximum Daily Quantity of _____ therms to Customer on an interruptible basis.

ARTICLE 1: MAXIMUM DAILY QUANTITY

Bay State shall be willing to supply gas quantities to the Point of Receipt designated in the accompanying Interruptible Transportation Agreement by and between Company and Customer to Customer up to a Maximum Daily Quantity of _____ therms on an interruptible basis.

ARTICLE 2: RATE

The rate for Bay State's Interruptible Stand-by Sales Service is set forth in Bay State's currently effective Interruptible Stand-By Gas Supply tariff. In addition to the charges provided for in the Company's Interruptible Stand-By Gas Supply tariff, Customer shall be subject to charges in accordance with the provisions of the Company's Terms and Conditions.

ARTICLE 3: TERM

This Agreement shall become effective on the date hereof and shall continue in full force and effect for an initial term of one (1) year. This Agreement shall further continue thereafter for successive one-year periods ending _____ of each subsequent year, unless terminated by either party with at least thirty (30) days prior written notice from either party to the other.

ARTICLE 4: AGREEMENT IN ITS ENTIRETY

This Agreement and the references herein constitute the entire agreement of the parties for standby gas supply service to the Customer's facilities, and there are no oral or written understandings or agreements between Bay State and Customer relating to the subject matter of this Agreement other than those expressed herein.

Provisions of this Agreement shall be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights and obligations hereunder shall be made unless there first shall have been obtained the written

Untitled

consent of the other party and in the case of Bay State, the approval of the Massachusetts Department of Public Utilities.

ARTICLE 5: PUBLIC REGULATIONS

This Agreement shall be subject to Bay State's Terms and Conditions on file with the Massachusetts Department of Public Utilities to the extent those Terms and Conditions are not inconsistent with the provisions of this Agreement. Bay State shall provide the Customer with copies of Bay State's complete filed Terms and Conditions and thereafter provide all amendments or supplements to those documents promptly after filing. Bay State agrees to use its best efforts to advise Customer expeditiously of the commencement of any Department proceeding which may effect the terms and conditions of this Agreement.

ARTICLE 6: GOVERNING LAWS

This Agreement is entered into and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement by their duly authorized officers:

Bay State Gas Company

By _____

Name: _____

Title: _____

Date: _____

Witness

By _____

Name: _____

Title: _____

Date: _____

Witness